

<i>SERFF Tracking Number:</i>	<i>MHPL-126226604</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Mercy Health Plans</i>	<i>State Tracking Number:</i>	<i>42936</i>
<i>Company Tracking Number:</i>	<i>AR AMEND09-HA-MH/SA</i>		
<i>TOI:</i>	<i>H16G Group Health - Major Medical</i>	<i>Sub-TOI:</i>	<i>H16G.001A Any Size Group - PPO</i>
<i>Product Name:</i>	<i>AR-AMEND-09-HA-MH/SA</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Mercy Health Plans	SERFF Tr Num: MHPL-126226604	State: ArkansasLH
Product Name: AR-AMEND-09-HA-MH/SA	SERFF Status: Closed	State Tr Num: 42936
TOI: H16G Group Health - Major Medical	Co Tr Num: AR AMEND09-HA-	State Status: Approved-Closed
Sub-TOI: H16G.001A Any Size Group - PPO	MH/SA	
Filing Type: Form	Co Status:	Reviewer(s): Rosalind Minor
	Author: Karen Hosack	Disposition Date: 07/21/2009
	Date Submitted: 07/16/2009	Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:
State Filing Description:		

General Information

Project Name:	Status of Filing in Domicile:
Project Number:	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Group
Submission Type: New Submission	Group Market Size: Small and Large
Overall Rate Impact:	Group Market Type: Employer
Filing Status Changed: 07/21/2009	Explanation for Other Group Market Type:
	State Status Changed: 07/21/2009
Deemer Date:	Corresponding Filing Tracking Number:
Filing Description:	
Ms. Rosalind Minor	
Senior Certified Rate and Form Analyst	
Arkansas Insurance Department	
Life and Health Division	
1200 West Third Street	
Little Rock, AR 72201-1904	

SERFF Tracking Number: MHPL-126226604 State: Arkansas
Filing Company: Mercy Health Plans State Tracking Number: 42936
Company Tracking Number: AR AMEND09-HA-MH/SA
TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO
Product Name: AR-AMEND-09-HA-MH/SA
Project Name/Number: /

RE: Hearing Aid Services and PSA Amendment - PHI AR AMEND5-09
Hearing Aid Services Rider - PHI AR RDR/HA-08-09
Mental Health/Substance Abuse Amendment - PHI AR AMEND4-09

NAIC: 11529

Dear Rosalind:

I have attached the above documents for your review and approval. The forms are new and are intended to amend the Certificates of Coverage for 2008 and 2009. Specifically, the Hearing Aid Services Amendment and Rider are intended to be effective for business new and renewing on or after January 1, 2010. However, the Mental Health/Substance Abuse Amendment is intended to be effective for new and renewing business as of October 3, 2009, in compliance with the federal and state Mental Health Parity Acts.

We are amending these Certificates in compliance with -

- 1) The new Arkansas state mandate requiring the OFFER of Hearing Aids.
- 2) The new Arkansas mandate for PSA testing requiring that deductibles cannot be applied to this benefit.
- 3) The Arkansas and federal Mental Health Parity Acts.

Please note that the Mental Health/Substance Abuse Amendment will be used along with the respective Riders below, depending on whether the Group is small or large:

Mental Health/Substance Abuse Rider (for Large Groups) - PHI AR/MHSA-LG (2010) Approved on 6/30/09

Mental Health/Substance Abuse Rider (for Small Groups) - PHI AR/MHSA-SG (2010) Approved on 6/30/09

For convenience in your review, I have attached these Riders under "Supporting Documents".

Please contact me at (314) 214-2342 or by email at khosack@mhp.mercy.net if you have any questions.

Sincerely,

Karen Hosack, MHP, CCP

Compliance Analyst

SERFF Tracking Number:	MHPL-126226604	State:	Arkansas
Filing Company:	Mercy Health Plans	State Tracking Number:	42936
Company Tracking Number:	AR AMEND09-HA-MH/SA		
TOI:	H16G Group Health - Major Medical	Sub-TOI:	H16G.001A Any Size Group - PPO
Product Name:	AR-AMEND-09-HA-MH/SA		
Project Name/Number:	/		

Company and Contact

Filing Contact Information

Karen Hosack, Compliance Analyst	khosack@mhp.mercy.net
Mercy Health Plans	(314) 214-2342 [Phone]
Chesterfield, MO 63017	(314) 214-8103[FAX]

Filing Company Information

Mercy Health Plans	CoCode: 11529	State of Domicile: Missouri
14528 South Outer Forty Rd.	Group Code:	Company Type: LAH/PPO
Suite 300		
Chesterfield, MO 63017	Group Name:	State ID Number:
(314) 214-8100 ext. [Phone]	FEIN Number: 48-1262342	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0000200973	\$50.00	07/15/2009

SERFF Tracking Number:	MHPL-126226604	State:	Arkansas
Filing Company:	Mercy Health Plans	State Tracking Number:	42936
Company Tracking Number:	AR AMEND09-HA-MH/SA		
TOI:	H16G Group Health - Major Medical	Sub-TOI:	H16G.001A Any Size Group - PPO
Product Name:	AR-AMEND-09-HA-MH/SA		
Project Name/Number:	/		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	07/21/2009	07/21/2009

SERFF Tracking Number: *MHPL-126226604*

State: *Arkansas*

Filing Company: *Mercy Health Plans*

State Tracking Number: *42936*

Company Tracking Number: *AR AMEND09-HA-MH/SA*

TOI: *H16G Group Health - Major Medical*

Sub-TOI: *H16G.001A Any Size Group - PPO*

Product Name: *AR-AMEND-09-HA-MH/SA*

Project Name/Number: */*

Disposition

Disposition Date: 07/21/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	MHPL-126226604	State:	Arkansas
Filing Company:	Mercy Health Plans	State Tracking Number:	42936
Company Tracking Number:	AR AMEND09-HA-MH/SA		
TOI:	H16G Group Health - Major Medical	Sub-TOI:	H16G.001A Any Size Group - PPO
Product Name:	AR-AMEND-09-HA-MH/SA		
Project Name/Number:	/		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Mental Health Riders	Approved-Closed	Yes
Form	Hearing Aid Services & PSA Test Amendment	Approved-Closed	Yes
Form	Hearing Aid Services Rider	Approved-Closed	Yes
Form	Mental Health/Substance Abuse Amendment	Approved-Closed	Yes

SERFF Tracking Number: MHPL-126226604 State: Arkansas

Filing Company: Mercy Health Plans State Tracking Number: 42936

Company Tracking Number: AR AMEND09-HA-MH/SA

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO

Product Name: AR-AMEND-09-HA-MH/SA

Project Name/Number: /

Form Schedule

Lead Form Number:

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	PHI AR AMEND5-09	Certificate	Hearing Aid Services Initial Amendmen & PSA Test t, Insert Amendment Page, Endorsement or Rider	Initial			AR PPO GROUP AMENDMEN T_Hearing Aids 06.25.09.pdf
Approved-Closed	PHI AR RDR/HA-08-09	Certificate	Hearing Aid Services Initial Amendmen Rider t, Insert Page, Endorsement or Rider				AR Group Hearing Aid Rider_OFFER 6.26.09.pdf
Approved-Closed	PHI AR AMEND4-09	Certificate	Mental Health/Substance Abuse Amendment t, Insert Page, Endorsement or Rider	Initial			AR PPO GROUP AMENDMEN T_Mental Health.pdf

**Mercy Health Plans
Hearing Aid Services and PSA Tests**

AMENDMENT

This Amendment applies to the following Certificate of Coverage:

**PHI AR 2009COC v.2 (01/09) and PHI AR GRP SCHD v.2 (01/09)
PHI AR COC (01/08) and PHI AR SCHD (01/08)**

This document amends the Certificate of Coverage (COC) and Schedule of Coverage and Benefits listed above. Except as modified or superceded by the coverage provided under this Amendment, all other terms, conditions, exclusions in the Certificate of Coverage remain unchanged and in full force and effect.

When We use the words “We”, “Us”, and “Our” in this document, We are referring to Mercy Health Plans. When We use the words “You” and “Your” We are referring to the subscribers as defined in the Policy. Unless defined differently in this Amendment, all other capitalized terms shall have the meanings given them in the COC.

I. SCHEDULE OF COVERAGE AND BENEFITS

■ HEARING AID SERVICES – Mandated Offer

- Add the following Copayment/Coinsurance for Hearing Aid Services to the Schedule of Coverage and Benefits:

OPTIONAL RIDER	
Hearing Aid Services Rider [✱] The group policy or contract holder may reject coverage offered under this rider.	[Hearing Aids including repair and replacement parts: [Total maximum Benefit of \$1,400 net expense per ear applicable toward the purchase of hearing aids from a Network or Non-Network Provider every three (3) [Calendar][Rolling] Years][thirty-six (36) consecutive months].] This mandated offer is not subject to any Deductible, Coinsurance or Copayment. [Specialist Copayment for annual hearing test will apply. If hearing test is done in conjunction with an office visit, only one Copayment applies] [Only][Deductibles,] [Coinsurances][and][Copayments] will be counted in Your Out-of-Pocket Maximum.] [Coverage not available]

[✱ - Prior Authorization required.]

■ PROSTATE SCREENING (PSA) TEST (starting at age 40) – Mandated Benefit

- The following replaces the PSA test variables listed under the **Preventive Health & Wellness Services** section of the Schedule of Coverage and Benefits:

MEMBER RESPONSIBILITY	DESCRIPTION
<u>PSA Test:</u> Network Providers: [[0 – 50% Coinsurance][No Copayment] [No Deductible] Non-Network Providers: [[0 – 50% Coinsurance] no Deductible]]	These Preventive Health Screenings are limited to one (1) routine test of each of the following every [Calendar][Plan][Rolling]Year, unless otherwise indicated: ■ PSA test starting at age 40 Any other Preventive Health Screenings not listed here may be covered, but would be paid consistent with other service(s) under the health benefit plan.

II. CERTIFICATE OF COVERAGE, Section 14 (Definitions of Terms):

- Replace this term and definition with the following:

TERM	DEFINITION
Preventive Health Screening(s)	Routine tests performed on a healthy individual who has no signs or symptoms of disease, or history of the disease being screened. Preventive Health Screenings are for the purpose of detecting abnormalities or malfunctions of bodily systems and parts according to accepted medical practice. Tests performed on a symptomatic patient are classified as diagnostic tests.

- Insert the following term and definition:

Rolling Years	A consecutive twelve (12) month period that begins on the date You receive a Covered Service and continues for each consecutive twelve (12) month period thereafter. A Rolling Year, for example, can be April 1 (of one year) to March 31 (of the following year); it is not the same as a Calendar Year.
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Charles S. Gilham, Vice-President
Mercy Health Plans

HEARING AID SERVICES RIDER

The Group policyholder may reject coverage required to be offered under this Rider.

Please check one: ☐ I elect to provide coverage for Hearing Aid services.
☐ I elect not to provide coverage for Hearing Aid services.

This Rider amends the Plan's Certificate of Coverage and the Schedule of Coverage and Benefits attached thereto (collectively the "Policy") and, unless expressly stated in this Rider, is subject to all the provisions, exclusions and limitations set forth in the Policy. All capitalized terms shall have the meanings given them in the Policy.

Except as modified or superceded by the coverage provided under this Rider, all other terms, conditions, exclusions in the Certificate of Coverage remain unchanged and in full force and effect.

Covered Services

Members are entitled to coverage for up to one (1) non-digital (analog), programmable hearing aid per ear every [three (3) [Rolling] [Plan] [Calendar] Years] [thirty-six (36) consecutive months]. Members may apply the "standard benefit" towards the purchase of additional functionality (i.e., digital). Coverage is provided for behind-the-ear (BTE) or in-the-ear (ITE) hearing aids and includes associated hearing aid fitting/dispensing fees. Members are responsible for any additional charges for functionality enhancements and/or components.

Members shall be entitled to a total maximum Benefit of \$1,400 per ear net expense applicable toward the purchase, repair of hearing aids and replacement parts every [three (3) [Rolling][Calendar][Plan] Years][thirty-six (36) consecutive months].

Coverage of hearing aids is not subject to any Deductible, Coinsurance or Copayment. [Hearing Testing: Specialist Copayment for annual hearing test will apply. If hearing test is done in conjunction with an office visit, only one Copayment applies]

Note: [The Deductible and Coinsurance described in this Rider shall not be counted against the applicable Out-of-Pocket Maximum as set forth in the Schedule of Coverage and Benefits.] [Only] [Deductibles,] [and] [Coinsurances][and Copayments] for Covered Services described in this Rider will count towards your Out-of-Pocket Maximum.]

Exclusions

Under no circumstances will coverage be provided for:

1. Charges for hearing aid batteries, listening devices and/or repairs, and any additional charges for functionality enhancements and/or components.
2. Hearing aids when the device cannot assist the hearing loss.
3. BAHA or osseointegrated hearing aids.

[Prior Authorization Required]

Unless We pre-approve these services, Network and Non-Network Benefits will be reduced by [50%-100%] of Eligible Expenses.]



Charles S. Gilham, Vice-President
Mercy Health Plans

**Mercy Health Plans
Mental Health/Substance Abuse**

AMENDMENT

This Amendment applies to the following Certificate of Coverage:

**PHI AR 2009COC v.2 (01/09) and PHI AR GRP SCHD v.2 (01/09)
PHI AR COC (01/08) and PHI AR SCHD (01/08)**

This document amends the Certificate of Coverage (COC) and Schedule of Coverage and Benefits listed above. Except as modified or superseded by the coverage provided under this Amendment, all other terms, conditions, exclusions in the Certificate of Coverage remain unchanged and in full force and effect.

When We use the words “We”, “Us”, and “Our” in this document, We are referring to Mercy Health Plans. When We use the words “You” and “Your” We are referring to the subscribers as defined in the Policy. Unless defined differently in this Amendment, all other capitalized terms shall have the meanings given them in the COC.

I. CERTIFICATE OF COVERAGE, Section 12 (Covered Benefits) and Schedule of Coverage and Benefits is amended as follows:

- **Mental Health and Substance Abuse Services – Outpatient** and Mental Health and Substance Abuse Services – **Inpatient and Intermediate** are deleted in their entirety and replaced by the Mental Health//Substance Abuse Mandated Riders (for Large Groups and Small Groups).
- The Mental Health/Substance Abuse Services cost-sharing is replaced by the following:

MEMBER RESPONSIBILITY	DESCRIPTION
<p>Mental Health/Substance Abuse Services *</p> <p><u>Mental Health/Substance Abuse services [in a practitioner’s office]:</u> Network Providers: [0% - 50%] Coinsurance after Deductible] [\$0 - \$100 Copayment] per visit]</p> <p>Non-Network Providers: [0% - 50%] Coinsurance after Deductible</p> <p><u>[Mental Health/Substance Abuse office visit services in a facility setting:]</u> [Network Providers: [0% - 50%] Coinsurance after Deductible] [\$0 - \$100 Copayment] per visit]</p> <p>[Non-Network Providers: [[0% - 50%] Coinsurance after Deductible]</p> <p><u>Other Treatment in an outpatient facility:</u> Network Providers: [0% - 50%] Coinsurance after Deductible] [\$0-\$100 Copayment] per visit]</p> <p>Non-Network Providers: [0% - 50%] Coinsurance after Deductible</p> <p><u>Inpatient:</u> Network Providers: [0% - 50%] Coinsurance after Deductible] [\$0-\$5000 Copayment per Inpatient Stay]</p>	<p>[[Small Groups: Any combination of Network and Non-Network Benefits for mental health and substance abuse services is limited as follows:</p> <ul style="list-style-type: none"> ■ [Twenty (20)] – [Thirty (30)] days per [Calendar] [Plan] Year for outpatient treatment in a non- residential treatment program or an intensive outpatient program. ■ [[Seven (7)] – [Thirty (30)] days per [Calendar] [Plan] Year of inpatient, [residential,] detoxification, or intermediate care in a Hospital or an Alternate Facility [and Partial Hospital Treatment Program services][combined]; <p>At the discretion of the Mental Health/Substance Abuse Designee, two (2) sessions of intermediate care (such as Partial Hospital Treatment Program) may be substituted for one (1) inpatient day.]]</p> <p>[Coverage is provided for ten (10) Episodes of treatment per lifetime. An Episode is a distinct course of alcohol/chemical dependency treatment separated by at least thirty (30) days without treatment. This limitation will not apply to Benefits received for medical detoxification for a life-threatening situation. In this case, Benefits are payable even after the ten (10) Episode limit is reached if both of the following conditions are met:</p> <ul style="list-style-type: none"> ■ The Episode is determined to be life-threatening by the treating Physician and ■ The Episode is documented as life threatening to Our satisfaction within forty-eight (48) hours after treatment is given.] <p>[Coverage excludes care in a residential treatment program.]</p>

*** - Prior Authorization required.**

MEMBER RESPONSIBILITY	DESCRIPTION
<p>[\$0-\$1,000 Copayment] per day] [\$0-\$1,000 Copayment] per day to a maximum of [\$0-\$5,000] per Inpatient Stay]</p> <p>Non-Network Providers: [0 - 50%] Coinsurance after Deductible</p> <p><u><i>[[Residential Treatment](Large Groups Only):]</i></u> [Network Providers: [0% - 50%] Coinsurance after Deductible] [\$0-\$5000 Copayment per Inpatient Stay] [\$0-\$1,000 Copayment] per day] [\$0-\$1,000 Copayment] per day to a maximum of [\$0-\$5,000] per Inpatient Stay]</p> <p>[Non-Network Providers: [0 - 50%] Coinsurance after Deductible]</p>	<p>[The maximum dollar limit on Alcohol/Substance Abuse services that may be provided to any individual Member during a Calendar Year shall not exceed \$6,000. The total lifetime maximum for Alcohol/Substance Abuse services shall be \$12,000 limit.]</p> <p>[The maximum dollar limit on Mental Health Services that may be provided to any individual Member during a Calendar Year shall not exceed \$7,500. The total lifetime maximum for Mental Health Services shall be \$12,000 limit.]]</p> <p>[There is no limit on any mental health/substance abuse services.]]</p> <p>[[Large Groups: There is no limit on any mental health and substance abuse services for large employer groups [, except for services provided in a residential treatment program, which is limited to][sixty(60) – one hundred twenty (120)] days per [Calendar][Plan] Year.] combined Network and Non-Network Benefits.]]</p>

■ **Neuropsychological Testing Services** is deleted in its entirety and replaced by the following:

MEMBER RESPONSIBILITY	DESCRIPTION
<p>Neuropsychological Testing *</p> <p>Network Providers: [[[\$0-\$500 Copayment] [0%-50%] Coinsurance after Deductible] [[[\$0-\$100] Copayment per office visit for Specialist care]</p> <p>Non-Network Providers: [[0 - 50%] Coinsurance after Deductible] [Covered In Network Only]</p>	<p>Neuropsychological Testing is a covered benefit for an individual with cognitive impairment due to medical or psychiatric conditions when:</p> <ul style="list-style-type: none"> ■ Results of the assessment will significantly alter the treatment plan; and ■ This type of assessment is the least intrusive, as well as most time and resource efficient method of meeting treatment goals for; and ■ The testing is not used to confirm previous testing/diagnostic results; also, ■ There are only mild or questionable deficits on standard mental status testing, and more precise evaluation is needed to establish the presence of abnormalities or distinguish them from changes that may occur with normal aging or the expected progression of other disease processes; or ■ There is a need to quantify the patient's deficits, particularly when the information will be useful in determining a prognosis; or ■ There is a need to characterize the strengths and weaknesses of a patient, as a guide to treatment or rehabilitation planning; or ■ Neuropsychological data can provide a more comprehensive profile of function that, when combined with clinical, laboratory, and imaging data, may assist in determining a diagnosis; and ■ The patient is being considered for epilepsy surgery. <p>Note: Neuropsychological Testing to assist in planning educational and vocational programs, for the purpose of disability determinations, and/or for forensic determinations is not a</p>

* - Prior Authorization required.

MEMBER RESPONSIBILITY	DESCRIPTION
	covered benefit. See Section 13, P. for exclusions related to this Benefit.

II. **CERTIFICATE OF COVERAGE, Section 13 (Exclusions), P. Therapies/Psychological Testing**, is deleted in its entirety and replaced by the following:

EXCLUSION	DESCRIPTION
P. Therapies/Psychological Testing	<ol style="list-style-type: none"> 1. Speech, physical, occupational, and other rehabilitative services solely for speech/language delay or articulation disorders or other developmental delay, regardless of origin (unless otherwise covered under this Policy, or by law). Speech Therapy for central processing disorders, dyslexia, attention deficit disorder or other learning disabilities, stammering, stuttering, conceptual handicap, psychosocial speech delay, and voice therapy for vocational or avocational singers, and procedures that may be carried out effectively by the patient, family, or caregivers are not covered Benefits. Speech, physical, occupational, and other rehabilitative services are not covered except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, or a Congenital Anomaly. 2. Psychological testing for services that are considered primarily educational or training in nature or related to improving academic or work performance, except when authorized in advance by the Mental Health/Substance Abuse designee. 3. Neuropsychological Testing to assist in planning educational, training, and vocational programs, for the purpose of disability determinations, and/or for forensic determinations. 4. Educational Services, unless Medically Necessary and clinically appropriate for the treatment of learning disorders and acquired cognitive deficits. 5. Water exercise and other exercises not under the supervision of a physical therapist. 6. Services or supplies that cannot reasonably be expected to lessen a Member's disability, and enable him/her to live outside an institution. 7. Recreational, equine, psychodrama, chelation (removal of excessive heavy metals ions from the body) sleep and activity therapy, e.g. music, dance, art or play therapy.

III. **CERTIFICATE OF COVERAGE, Section 14 (Definitions of Terms)** is amended by —

■ **Adding the following terms and definitions:**

TERM	DEFINITION
<i>Substance Abuse</i>	The psychological or physiological dependence upon and abuse of drugs, including alcohol, characterized by drug tolerance or withdrawal and impairment of social or occupational role functioning or both.
<i>Licensed Professional</i>	A licensed Physician specializing in the treatment of Mental Illness, a licensed psychologist, a licensed clinical social worker or a licensed professional counselor.

✱ - Prior Authorization required.

- Deleting the definition of “Mental Illness” in its entirety and replacing with the following:

TERM	DEFINITION
<i>Mental Illness</i>	A condition classified as a mental disorder in the most recent American Psychiatric Association Diagnostic and Statistical Manual of Mental Disorders. Mental Illness does not include Chemical Dependency.



Charles S. Gilham, Vice-President
Mercy Health Plans

* - Prior Authorization required.

SERFF Tracking Number: *MHPL-126226604*

State: *Arkansas*

Filing Company: *Mercy Health Plans*

State Tracking Number: *42936*

Company Tracking Number: *AR AMEND09-HA-MH/SA*

TOI: *H16G Group Health - Major Medical*

Sub-TOI: *H16G.001A Any Size Group - PPO*

Product Name: *AR-AMEND-09-HA-MH/SA*

Project Name/Number: */*

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>MHPL-126226604</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Mercy Health Plans</i>	<i>State Tracking Number:</i>	<i>42936</i>
<i>Company Tracking Number:</i>	<i>AR AMEND09-HA-MH/SA</i>		
<i>TOI:</i>	<i>H16G Group Health - Major Medical</i>	<i>Sub-TOI:</i>	<i>H16G.001A Any Size Group - PPO</i>
<i>Product Name:</i>	<i>AR-AMEND-09-HA-MH/SA</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Supporting Document Schedules

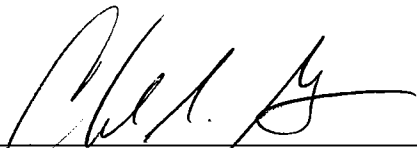
Satisfied -Name:	Flesch Certification	Review Status:	Approved-Closed	07/21/2009
Comments:	Attached is the required Rule & Regulation 19 Certification form.			
Attachment:	AR Certification R&R 19_Amend Filing.PDF			

Bypassed -Name:	Application	Review Status:	Approved-Closed	07/21/2009
Bypass Reason:	N/A			
Comments:				

Satisfied -Name:	Mental Health Riders	Review Status:	Approved-Closed	07/21/2009
Comments:	These Riders were approved on 6/30/09. They are being attached for convience in review of the attached Amendment submitted.			
Attachments:	AR Group Mental Health Rider_SG.pdf			
	AR Group Mental Health Rider_LG.pdf			

CERTIFICATION

I, Charles S. Gilham, am a duly authorized officer of Mercy Health Plans and do hereby certify that, per Rule and Regulation 19 and 42, Section 5 (b), there will be no unfair discrimination with respect to the medical/lifestyle application questions and underwriting standards.



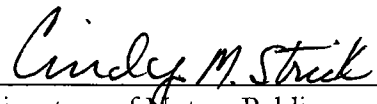
Charles S. Gilham, Vice President General Counsel
Mercy Health Plans
14528 S. Outer 40, Suite 300
Chesterfield, MO 63017
cgilham@mhp.mercy.net
(314) 214-8294

7-15-09

Date

STATE OF Missouri
COUNTY OF St. Louis

Subscribed and sworn to before me this 15th day of July, 2009^{CS}.



Signature of Notary Public

Cindy M. Strick

Printed Name of Notary Public

In and for the State of Missouri
My Commission expires: 11-19-2010

(NOTARY SEAL)



CINDY M. STRICK
My Commission Expires
November 19, 2010
St. Louis County
Commission #06488114

MENTAL HEALTH/SUBSTANCE ABUSE SERVICES RIDER

for Arkansas Small Groups (having 2 - 50 employees)

This Rider amends the Certificate of Coverage and all the relevant Schedules and Riders attached thereto (collectively the "Policy") and, unless expressly stated in this Rider, is subject to all the provisions, exclusions and limitations set forth in the Policy.

Except as modified or superceded by the coverage provided under this Rider, all other terms, conditions (including pre-existing), exclusions in the Certificate of Coverage remain unchanged and in full force and effect.

When We use the words "We", "Us", and "Our" in this document, We are referring to Mercy Health Plans. When We use the words "You" and "Your" We are referring to the subscribers as defined in the Policy. Unless defined differently in this Rider, all other capitalized terms shall have the meanings given them in the Policy.

Defined Terms

"Mental Illness" and "Developmental Disorders" mean those illnesses and disorders listed in the International Classification of Diseases and the Diagnostic and Statistical Manual of Mental Disorders.

"Licensed professional" means a licensed physician specializing in the treatment of Mental Illness, a licensed psychologist, a licensed clinical social worker or a licensed professional counselor.

"Medical Necessity" as applied to Benefits for Mental Illnesses and Developmental Disorders means:

- Reasonable and necessary for the diagnosis or treatment of a Mental Illness,

or to improve or to maintain or to prevent deterioration of functioning resulting from the illness or developmental disorder;

- Furnished in the most appropriate and least restrictive setting in which services can be safely provided;
- The most appropriate level or supply of service which can safely be provided; and
- Could not have been omitted without adversely affecting the individual's mental or physical health, or both, or the quality of care rendered.

Mental Health/Substance Abuse Hotline

Mercy Health Plans has established a separate Mental Health/Substance Abuse Member Assistance Hotline ("MH/SA Hotline") to assist You in accessing these services. You can reach the MH/SA Hotline by calling the MH/SA telephone number on Your identification (ID) card. The MH/SA Hotline is staffed by mental health professionals who are available twenty-four (24) hours, seven (7) days a week to discuss any concerns You may have and provide Referrals to:

- The type(s) of mental health professionals and/or facilities who or which could best serve You, and
- The appropriate level of care and/or setting.

Covered Services

Mental Health/Substance Abuse Services

Mental Health/Substance Abuse services are covered only when the services are authorized in advance by the Plan. You or Your Provider must call the Plan's Mental Health and Substance Abuse Member Assistance Hotline ("MH/SA Hotline") for Prior-Authorization. Services must be prescribed and provided by a Licensed Professional.

[There are no limits on Mental Health/Substance Abuse Services],except for services provided in a Residential Treatment Program]. [See Your Schedule of Coverage and Benefits for limitations.] [Coverage for Mental Health/Substance Abuse Services is limited according to Your Schedule of Coverage and Benefits.]

Coverage is provided for the diagnosis and mental health treatment of Mental Illnesses, including substance abuse, and the mental health treatment of those with Developmental Disorders. Coverage is based on Medical Necessity. Coverage includes treatment in a [residential and] non-residential treatment program, a Partial Hospital Treatment Program, a full day treatment program, and Inpatient, detoxification, or intermediate care in a Hospital or an Alternate Facility.

- Outpatient Mental Health visits [in a practitioner's office][or in an outpatient facility setting] therapy visits and medical management office visits. Outpatient mental health visits typically lasts up to one (1) therapeutic hour (45-55 minutes).
- Intensive Outpatient Program (IOP). IOP services are active therapeutic programming for 3 ½ hours or less per session in an outpatient setting. Therapy sessions are usually two to three times per week.
- Partial Hospital Treatment Program (or

treatment in a full Day Treatment Program). A Partial hospital treatment program is an active therapeutic mental health programming and care given to a patient for four (4) hours or more per day (but not more than sixteen (16) hours in any twenty-four-hour period) in a hospital setting. Mental health professionals have assessed that the patient can maintain safety outside of the hospital environment during Non-program hours. During this program, the patient may or may not see psychiatrist daily depending on condition.

- Inpatient Mental Health Services. Inpatient Mental Health Services are acute care services for psychiatric treatment. Patient receives care 24 hour per day and may be on a locked unit and/or on psychiatric precautions (e.g., suicide, homicide, close observation precautions). Inpatient services include all services and supplies provided in connection with admission.
- [Residential Treatment Program. A residential treatment program is an Inpatient medical and mental health services provided 24 hours per day in non-acute treatment facility. Therapeutic interventions occur in less intensive setting. Therapeutic care and treatment of Mental Illness that is prescribed by a licensed professional and rendered in a psychiatric residential treatment center licensed by the Department of Mental Health or accredited by the Joint Commission on Accreditation of Hospitals.]

NOTE: [The Covered Person shall be required to pay the same Copayment or Deductible and Coinsurance with respect to the health services described in this Rider as such Covered Person would be required to pay if the service were Medically Necessary and performed for the treatment of an illness or injury, including but not limited to the Copayment or Deductible and Coinsurance generally applicable to Inpatient

Hospital Stay, Outpatient Surgery, and Physician's Office Services.]

[The Deductible and Coinsurance described in this Rider **shall [not]** be counted against the applicable Out-of-Pocket Maximum as set forth in the Schedule of Coverage and Benefits.] [Only] [Deductibles,] [and] [Coinsurances][and Copayments] for Covered Services described in this Rider will count towards your Out-of-Pocket Maximum.]

[Annual and Lifetime Limitations]

[Alcoholism/Substance Abuse]

The maximum dollar limit on Alcohol/Substance Abuse services that may be provided to any individual Member during a Calendar Year shall not exceed \$6,000. The total lifetime maximum for Alcohol/Substance Abuse services shall be \$12,000 limit.]

[Mental Health Services]

The maximum dollar limit on Mental Health Services that may be provided to any individual Member during a Calendar Year shall not exceed \$7,500. The total lifetime maximum for Mental Health Services shall be \$12,000 limit.]

Exclusions

1. Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association.
2. Services utilizing methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents.
3. [Residential treatment services.]
4. Psychosurgery.
5. Vagus nerve stimulation (VNS) for depression.

6. Treatment provided in connection with or to comply with involuntary commitments, police detentions and other similar arrangements unless medically necessary and authorized by the Mental Health/Substance Abuse Designee. Medically Necessary care may include any of the following:

- Not consistent with prevailing national standards of clinical practice for the treatment of such conditions including but not limited to Mental Health Services and Substance Abuse Services that extend beyond the period necessary for short term evaluation, diagnosis, treatment or crisis intervention.
- Not consistent with prevailing professional research demonstrating that the services or supplies will have a measurable and beneficial health outcome.
- Typically do not result in outcomes demonstrably better than other available treatment alternatives that are less intensive or more cost effective.
- Not consistent with the Mental Health/Substance Abuse Designee's level of care guidelines or best practices as modified from time to time.

7. Services or supplies for the diagnosis or treatment of Mental Illness, alcoholism or substance abuse disorders that, in the reasonable judgment of the Mental Health/Substance Abuse Designee, are any of the following:
 - Not consistent with prevailing national standards of clinical practice for the treatment of such conditions including but not limited to Mental Health Services

and Substance Abuse Services that extend beyond the period necessary for short term evaluation, diagnosis, treatment or crisis intervention.

- Not consistent with prevailing professional research demonstrating that the services or supplies will have a measurable and beneficial health outcome.
- Typically do not result in outcomes demonstrably better than other available treatment alternatives that are less intensive or more cost effective.
- Not consistent with the Mental Health/Substance Abuse Designee's level of care guidelines or best practices as modified from time to time.

8. Mental Health Services as treatment for insomnia and other sleep disorders, neurological disorders and other disorders with a known physical basis.

See Section 13. P. in Your Certificate of Coverage for other related exclusions.

Prior Authorization Required

Unless We pre-approve these services, Network and Non-Network Benefits will be reduced by 100% of Eligible Expenses. [Note: You will be held responsible when using a Non-Network Provider in a non-emergent or non-urgent situation, if You or Your Non-Network Provider fail to obtain Prior Authorization.]



Charles S. Gilham, Vice President
Mercy Health Plans

MENTAL HEALTH/SUBSTANCE ABUSE SERVICES RIDER

for Arkansas Large Groups (having 51 or more employees)

This Rider amends the Certificate of Coverage and all the relevant Schedules and Riders attached thereto (collectively the "Policy") and, unless expressly stated in this Rider, is subject to all the provisions, exclusions and limitations set forth in the Policy.

Except as modified or superceded by the coverage provided under this Rider, all other terms, conditions (including pre-existing), exclusions in the Certificate of Coverage remain unchanged and in full force and effect.

When We use the words "We", "Us", and "Our" in this document, We are referring to Mercy Health Plans. When We use the words "You" and "Your" We are referring to the subscribers as defined in the Policy. Unless defined differently in this Rider, all other capitalized terms shall have the meanings given them in the Policy.

Defined Terms

"Mental Illness" and " Developmental Disorders" mean those illnesses and disorders listed in the International Classification of Diseases and the Diagnostic and Statistical Manual of Mental Disorders.

"Licensed professional" means a licensed physician specializing in the treatment of Mental Illness, a licensed psychologist, a licensed clinical social worker or a licensed professional counselor.

"Medical Necessity" as applied to Benefits for Mental Illnesses and Developmental Disorders means:

- Reasonable and necessary for the diagnosis or treatment of a Mental Illness,

or to improve or to maintain or to prevent deterioration of functioning resulting from the illness or developmental disorder;

- Furnished in the most appropriate and least restrictive setting in which services can be safely provided;
- The most appropriate level or supply of service which can safely be provided; and
- Could not have been omitted without adversely affecting the individual's mental or physical health, or both, or the quality of care rendered.

Mental Health/Substance Abuse Hotline

Mercy Health Plans has established a separate Mental Health/Substance Abuse Member Assistance Hotline ("MH/SA Hotline") to assist You in accessing these services. You can reach the MH/SA Hotline by calling the MH/SA telephone number on Your identification (ID) card. The MH/SA Hotline is staffed by mental health professionals who are available twenty-four (24) hours, seven (7) days a week to discuss any concerns You may have and provide Referrals to:

- The type(s) of mental health professionals and/or facilities who or which could best serve You, and
- The appropriate level of care and/or setting.

Covered Services

Mental Health/Substance Abuse Services

Mental Health/Substance Abuse services are covered only when the services are authorized in advance by the Plan. You or Your provider must call the Plan's Mental Health and Substance Abuse Member Assistance Hotline ("MH/SA Hotline") for Prior-Authorization. Services must be prescribed and provided by a Licensed Professional.

There are no limits on Mental Health/Substance Abuse Services[,except for services provided in a Residential Treatment Program]. [See Your Schedule of Coverage and Benefits for limitations.]

Coverage is for the diagnosis and mental health treatment of Mental Illnesses, including substance abuse, and the mental health treatment of those with Developmental Disorders. Coverage is based on Medical Necessity and includes treatment in a residential or non-residential treatment program, a Partial Hospital Treatment Program, a full day treatment program, and inpatient, detoxification, or intermediate care in a Hospital or an Alternate Facility.

- Outpatient Mental Health visits. This includes therapy visits [in a practitioner's office][or in an outpatient facility setting] and medical management office visits. Outpatient mental health visits typically lasts up to one (1) therapeutic hour (45-55 minutes).
- Intensive Outpatient Program (IOP). IOP services are active therapeutic programming for 3 ½ hours or less per session in an outpatient setting. Therapy sessions are usually two to three times per week.
- Partial Hospital Treatment Program (or treatment in a full Day Treatment Program). A Partial hospital treatment

program is an active therapeutic mental health programming and care given to a patient for four (4) hours or more per day (but not more than sixteen (16) hours in any twenty-four-hour period) in a hospital setting. Mental health professionals have assessed that the patient can maintain safety outside of the hospital environment during Non-program hours. During this program, the patient may or may not see psychiatrist daily depending on condition.

- Inpatient Mental Health Services. Inpatient Mental Health Services are acute care services for psychiatric treatment. Patient receives care 24 hour per day and may be on a locked unit and/or on psychiatric precautions (e.g., suicide, homicide, close observation precautions). Inpatient services include all services and supplies provided in connection with admission.
- Residential Treatment Program. A residential treatment program is an Inpatient medical and mental health services provided 24 hours per day in non-acute treatment facility. Therapeutic interventions occur in less intensive setting. Commission on Accreditation of Hospitals.

NOTE: The Covered Person shall be required to pay the same Copayment or Deductible and Coinsurance with respect to the health services described in this Rider as such Covered Person would be required to pay if the service were Medically Necessary and performed for the treatment of an illness or injury, including but not limited to the Copayment or Deductible and Coinsurance generally applicable to Inpatient Hospital Stay, Outpatient Surgery, and Physician's Office Services.

[The Deductible and Coinsurance described in this Rider **shall [not]** be counted against the applicable Out-of-Pocket Maximum as set forth in the Schedule of Coverage and Benefits.] [Only]

[Deductibles,] [and] [Coinsurances][and Copayments] for Covered Services described in this Rider will count towards your Out-of-Pocket Maximum.]

Exclusions

1. Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association.
2. Services utilizing methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents.
3. Psychosurgery.
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5. Treatment provided in connection with or to comply with involuntary commitments, police detentions and other similar arrangements unless medically necessary and authorized by the Mental Health/Substance Abuse Designee. Medically Necessary care may include any of the following:
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 - Not consistent with prevailing professional research demonstrating that the services or supplies will have a measurable and beneficial health outcome.
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7. Mental Health Services as treatment for insomnia and other sleep disorders, neurological disorders and other disorders with a known physical basis.

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